

Appendix 2

Interagency Cooperative Agreements

APPENDIX 2 – INTERAGENCY COOPERATIVE AGREEMENTS

<u>AGENCY</u>	<u>TYPE OF AGREEMENT</u>	<u>DATE</u>
Federal Fire Department Navy Region Hawaii	Interservice Support Agreement (ISA)	1995
County of Hawaii	Mutual Aid Support Agreement	1998
City & County of Honolulu	Mutual Aid Support Agreement	
National Park Service Hawaii Volcanoes National Park	Mutual Aid Support Agreement	1988
Division of Forestry & Wildlife	Mutual Aid Support Agreement	1985

These Agreements will be updated and reaffirmed as necessary.

HAW 060

SUPPORT AGREEMENT		1. DOCUMENT IDENTIFIER ("X" one) <input checked="" type="checkbox"/> NEW <input type="checkbox"/> REVISION NO. <input type="checkbox"/> REVISION NO. <input type="checkbox"/> TERMINATION		
2. SUPPLIER (Name, Office Symbol & complete address) Commanding Officer Naval Station Pearl Harbor, HI 96860-6000		2a. MAJOR COMMAND CODE N00070	2b. SUBORDINATE COMMAND CODE N53824	
GEOGRAPHICAL AREA OR COUNTRY CODE: 15		3. PRESENT AGREEMENT NUMBER N62813-89230-109	4. TERMINATION DATE (Month and Year) Aug 95	
		3a. SUPERSEDED AGREEMENT NUMBER N62813-83315-001		
5. RECEIVER (Name, Office Symbol & complete address) Headquarters U.S. Army Support Command Hawaii Fort Shafter, HI 96858-5000		5a. ODDAAC/FEOSTRIP NUMBER WX3JP7	5c. SUBORDINATE COMMAND CODE N/A	
GEOGRAPHICAL AREA OR COUNTRY CODE: 15		5b. MAJOR COMMAND CODE W80N69		
6. SUPPORT AGREEMENT RESOURCE SUMMARY				
a. CATEGORY CODES	b. MAN YEARS		c. SUPPLIER Annual GROSS ADDITIONAL COSTS	
	MILITARY	CIVILIAN	TOTAL	NON-REIMBURSEABLE REIMBURSEABLE
AH	0	45	Fire Protection	1,522,138 0
AJ	0	0	Housing	300 0
AP	0	0	Utilities	6,300 0
AW	0	0	Real Property	5,900 0
AX	0	0	Refuse	0 0
BC	0	0	Communication	0 0
BM	0	0	Entomology	0 0
BR	0	0	Training	0 0
SK	0	0	Fire Equipment	0 0
SN	0	0	Furniture	25,000 0
ST	0	0	Fuel	0 (7,000)
TOTAL	0	45	Noted	1,559,638 (7,000)
6d. RECEIVER DATA (When applicable, provide similar data required in blocks 6a, b and c)				
7. SAVINGS ACCRUED/COSTS INCURRED/MAN YEARS SAVED/EXPENDED TO FEDERAL GOVERNMENT				
7a. SAVINGS FY:		7b. COSTS FY:		7c. MAN YEARS SAVED FY:
				7d. MAN YEARS EXPENDED FY:
8. FUNDING AND REIMBURSEMENT ARRANGEMENT (Include all details concerning billing/reimbursement procedures, funding limitations, and the appropriate "billing/submit thru" addresses. Also list those references which specifically apply to the type of organization being supported.)				
A. NAVSTA PEARL will bill receiver through NAVCOMPT form 2277.				

9. GENERAL PROVISIONS (Complete blank spaces): The following general provisions, as set forth in Chapter III, DOD 4000.19-M, apply to this agreement unless otherwise specified in "Remarks" block below:

- a. The Receiving Activity will provide the Supplying Activity projections of support required to accomplish its mission. Significant changes in the Receiving Activity function, mission or support requirements will be submitted by the Receiving Activity in a manner that will permit timely modification of resource requirements.
- b. It is the responsibility of each agency providing support under this agreement to bring any required or requested change in support to the attention of CO NAVSTA PEARL (Code 216) prior to providing/reducing unilaterally such additional/reduced support.
- c. Activities providing reimbursable support in this agreement will submit a monthly statement of costs to CO NAVSTA PEARL (Code 015) for preparation of billing document. SF 1080.
- d. Manpower required in support of this agreement which is subject to return to the lending activity upon termination of the agreement: None (Enter number or if no manpower is required, enter "None").
- e. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as Congressional legislation, DOD directives, commercial utility rate increases, etc. The receiver will be notified immediately of such rate changes.
- f. This agreement will be reviewed ^{*Triennially} ~~annually~~ at least 120 days prior to the anniversary date. It may be revised at any time upon the mutual consent in writing of the parties concerned.
- g. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
- h. In case of mobilization or other emergency, this agreement will remain in force within supplier's capabilities, subject to normal cancellation provisions and will be subject to review at that time. This agreement will not be terminated if such action impairs the combat mission of the receiving activity as determined by higher headquarters.

10. REMARKS

- a. NAVSTA point of contact is Mr. Rodney Bow at 474-3190.
- b. Tenant POC is Mr. ^{RON IZUMIGAWA} ~~David Hamamura~~ at 438-2517.
- c. This agreement will remain in effect during implementation of Operations Plan (OPLAN's).

Dist.

- (1) COMNAVSURFPAC
- (1) U.S. CINCPAC/J42, Box 20, Camp H.M. Smith, HI 96861-5025

*Triennially vice Biennially

11. COMPTROLLER CONCURRENCE (Supplier Signature & Date) S. HO, Comptroller <i>[Signature]</i> 7/27/90		12. COMPTROLLER CONCURRENCE (Receiver Signature & Date) <i>[Signature]</i> 12 Jul 90 HERBERT A. MORIKAWA, Dir of Resource Mgt	
13. TYPED NAME AND ORGANIZATION OF SUPPLIER APPROVING AUTHORITY JOEL A. PORTER, CAPT, USN Commanding Officer		13a. SIGNATURE <i>[Signature]</i>	13b. DATE 1 AUG 90
14. TYPED NAME AND ORGANIZATION OF RECEIVER APPROVING AUTHORITY TIM LEONG OOL, USASCH		14a. SIGNATURE <i>[Signature]</i>	14b. DATE 16 JUL 90

ASHORE COMMAND
AGREEMENT NUMBER
N62813-89230-109

GENERAL PROVISIONS (continuation)

- i. The purpose of this agreement is to establish procedures to be followed in providing fire protection/crash rescue services at all installations under the U. S. Army Support Command, Hawaii on the Island of Oahu.
- j. This interservice support agreement is written in compliance with AL5-16/Secretary of the Navy Instruction 4000.2B/Air Force Regulation 400-27 and Department of Defense 4000.19R.
- k. Reimbursement to the Army will be accomplished by monthly submission of Standard Form 1080 bills by the Army for certification by the Commanding Officer, Naval Station, Pearl Harbor, Hawaii 96860 (or his designated representative). These bills will be supported by accountable records maintained by U. S. Army Support Command, Hawaii.
- l. Fire prevention/protection services rendered by the Navy for the Army will be compatible with DOD/Navy regulatory requirements.
- m. This agreement is subject to modification in accordance with the following:
 - (1) Request for modification will be furnished by one party to the other by written notice at least sixty (60) days prior to the effective date such modification is desired. Modifications to this agreement will be numbered.
- n. All real property designated for use by Naval Station, Pearl Harbor will remain on the plant account of USASCH and will continue to be the maintenance responsibility of the Army.
- o. For the purposes of this agreement Naval Station, Pearl Harbor, will be considered the Supplier and USASCH will be considered the Receiver.
- p. In general, fuel for fire department vehicles will be obtained at the base where fire protection services are provided.
- q. Specific provisions of support are listed in Appendix I.

INTERSERVICE SUPPORT AGREEMENT
BETWEEN
COMMANDING OFFICER, NAVAL STATION, PEARL HARBOR, HAWAII
AND
1. COMMANDER, U. S. ARMY SUPPORT COMMAND, HAWAII

USASCH WILL

NAVAL STATION WILL

CATEGORY SUPPORT FUNCTION

AH

Fire Protection

1. Structural

a. Firefighting

a. Provide firefighting services for all USASCH installations on the Island of Oahu in compliance with COMNAVBASEINST 11320.3C series. Conduct investigations in conjunction with DFE, USASCH of all fires involving Army property excluding fires involving Army aircraft.

b. Inspection

b. Inspections will be conducted on a continuing basis in accordance with existing standards (i.e., DODI 60-55.6). USASCH will be notified of discrepancies found during these inspections.

c. Waivers

c. Make recommendations for fire prevention discrepancy corrections. Provide technical expertise to draft waivers.

d. Portable Fire Equipment (Fire Extinguishers)

d. N/A

a. Comply with Fire Protection regulations, instructions and procedures. DFE, USASCH, in conjunction with Naval fire investigators, investigate all fires involving Army property excluding fires involving Army aircraft.

b. Responsible for corrective action on inspection discrepancies in Army facilities.

c. Authority to issue waivers for fire inspection discrepancy correction remains the responsibility of the command which maintains real property ownership of the facility.

d. Provide replacement, repair and refilling of portable fire extinguishers in Army facilities. Visually inspect such equipment daily with a log entry monthly to insure that it is in good working order.

P.5/15

CATEGORY

SUPPORT FUNCTION

NAVAL STATION WILL

USASCH WILL

(cont'd)

e. Fire Alarm
Circuits and
Installed Sprinkler
Systems

e. Maintain central fire alarm receiving system. Use installed systems for fire protection. Conduct test and inspections of fire alarm systems. The test of a system will be limited to the testing and shall not include line test or other maintenance test procedures. Submit to USASCH a written report of all malfunctioning systems and required maintenance requests. The installed systems at this activity shall be tested as follows:

- (1) Pull stations - Visual inspection - Test each initiating circuit once semiannually.
- (2) Coded Alarm System - Visual inspection - Test transmitter during inspection of facility.
- (3) Sprinkler flow alarm - Initiate inspection test valve during inspection of facility.
- (4) Carbon Dioxide Extinguishing System Alarm - Visual inspection.
- (5) Dry Chemical Dioxide Extinguishing Systems Alarm - Visual inspection.
- (6) Halogenated Extinguishing System Alarm - Visual inspection.
- (7) Heat and smoke Detectors - Visual inspection - Test heat detectors semiannually, rotation schedule - all tested semiannually.

e. Fund for repair and perform maintenance of these systems and install radio/fire alarm systems, as desired, to tie into the Federal Fire Department's Fire Alarm Center (Bldg. 167, Pearl Harbor Naval Shipyard). Inspect, test and maintain alarm circuits and installed protection systems in accordance with TM 5-697.

CATEGORY SUPPORT FUNCTION NAVAL STATION WILL USASCH WILL

(cont'd)

Note: Due to increased construction and upgrading of the fire protection systems at Tripler Army Medical Center, this department can only conduct visual inspections of all fire protection systems. Recommend that a maintenance service contract be prepared for the inspection, testing and repairs of all fire protection systems.

2. Aircraft Crash/Rescue

(a) Oahu

(a) Maintain a crash/rescue posture on a 24-hour schedule in compliance with DOD/Navy criteria at Wheeler AFB. Also provide crash/rescue support for VIP and MEDEVAC helicopter operations at Fort Shafter, Schofield Barracks, Tripler Army Medical Center, Helemano and Kahuku, if required. Dillingham Air Field helicopter night operations will be on a cost reimbursable basis. Crash/Rescue standby operations are normally provided at Fort DeRussy by the City/County Fire Department. When the City/County cannot provide this protection the supplier will provide the service on a cost reimbursable basis.

(a) Comply with fire protection regulations, instructions and procedures Receiver will fund for all overtime incurred during night flying operations at Dillingham Air Field. Fund for any crash/rescue effort required at Fort DeRussy.

3. Brush

(a) Ground Operations

(a) Provide fire fighting services for all USASCH installations/training areas on Oahu in compliance with DOD/Navy criteria, recognizing Hawaii State Forestry Division concerns.

(cont

(b) Air Operations	(b) Coordinate requests for airborne fire bucket support through 45th Support Group.	(b) Provide CH-47 and/or UH-1 helicopter support as available.
(c) Standard Operating	(b) Provide receiver with current written standard operating procedures.	
4. Submission of Reports	Submit reports, i.e., responses, standbys, and fire losses to USASCH, in accordance with DOD criteria.	Prepare/transmit fire reports as required.
5. Fire Hydrants	Conduct annual flow test of all fire hydrants in accordance with existing instructions. Maintain records of these flow tests and provide to Receiver as requested. Notify appropriate agency/department of any maintenance required.	Provide maintenance as required. Provide annual flushing of all hydrants and number all hydrants in accordance with maps and drawings.
AJ	<u>Housing and Lodging</u>	
	1. Bedding, furniture, etc.	1. N/A
AP	<u>Utilities</u>	
	1. General	1. Fund for all utilities.
AW	<u>Real Property Maintenance</u>	
	1. General Maintenance	1. Fund and manage specific and cyclical maintenance of fire stations as required. Establishes priorities and decides on level of funding, SEE APPENDIX II.

<u>ITEM</u>	<u>SUPPORT FUNCTION</u>	<u>NAVAL STATION WILL</u>	<u>USASCH WILL</u>
(cont'd)			
AX	2. Construction/ Alteration of Fire Department Facilities	2. Submit requirements to USASCH.	2. Perform this function or submit requests to higher authority as applicable.
	<u>Refuse Collection and Disposal</u>		
	1. Groundskeeping (Grass cutting and tree trimming.)	1. Fire Department personnel will maintain grounds in the immediate vicinity of the station facility (50 feet around the facility or to the nearest natural break (e.g., street curb, fence line, etc.).	1. Provide equipment/supplies as necessary.
	2. Trash	2. Submit requirements to USASCH.	2. Fund for this service.
BC	<u>Communications (Telephone Service)</u>		
	1. Telephone services which include relocation and installation of standards type equipment.	1. Notify USASCH of requirements.	1. Fund for OTS telephone service in fire stations located on Army property. Fund for relocation of fire reporting numbers and/or adoption of Federal Fire Department fire reporting number.
	2. Rental/purchase of standard telephone equipment and mainline telephone usage (local).	2. Notify USASCH of requirements.	2. Fund for OTS service.

<u>CATEGORY</u>	<u>SUPPORT FUNCTION</u>	<u>NAVAL STATION WILL</u>	<u>USASCH WILL</u>
(cont'd)			
	3. Toll calls and Mission-Peculiar Requirements	3. N/A	3. Provide official telephone (Class A-1) service in accordance with existing regulations on a nonreimbursable basis.
	4. Radio Frequency Support	4. Provide radio frequency support for all Fire Department radios installed and/or maintained on Army installations. This includes submission of frequency proposals to modify existing records to reflect Navy vice Army assignments. Provide annual justification to Receiver for Army frequencies.	4. Submit frequency change requests for Army frequencies in accordance with applicable directives.
	5. Radio Maintenance Support	5. Provide radio maintenance for all Federal Fire Department radio equipment.	5. N/A
BM	<u>Entomology Services</u>		
	1. General	1. Notify USASCH of requirements.	1. Fund for these requirements and for recurring requirements presently programmed for the facilities.
BR	<u>Training</u>		
	1. General	1. Provide fire prevention training upon request of the Receiver. Identify fire prevention literature required, notify USASCH of requirements. 2. Provide fire fighting/crash rescue crew with truck to participate in USASCH nuclear/chemical accidents/incidents and training exercises. 3. Ensure all crash rescue firefighters are trained per the requirements of NAVAIR 00-800R-14.	2. Provide technical advice and assistance in Army nuclear/chemical accident and incident procedures, and notify Supplier 72 hours prior to training exercises. 3. N/A

<u>CATEGORY</u>	<u>SUPPORT FUNCTION</u>	<u>NAVAL STATION WILL</u>	<u>USASCH WILL</u>
SK	<u>Firefighting Equipment and Components</u>	1. Maintain fire fighting equipment received.	1. N/A
SN	<u>Housing and Office Appliance, Equipment, and Furniture</u>		
	1. Supplies (General)	1. Request for supplies and fire literature.	1. Provide supplies and fire prevention literature. (See paragraph 8R1)
ST	<u>Petroleum, Oils, Lubricants, and Chemicals</u>		
	1. Fuel	1. Reimburse the Army for fuel used by Fire Department vehicles. Report through Navy channels the fuel issued to the Navy as a Navy consumption.	1. Provide fuel on a reimbursable basis.

ASHORE COMMAND - APPENDIX I
AGREEMENT NO. N62813-89230-109

LIST OF BUILDINGS

1. For sole occupancy by the supplier:

<u>BUILDING NO.</u>	<u>AREA</u>
494	Schofield Barracks
494A	Schofield Barracks
320	Tripler Army Medical Center
108	Helemano Military Reservation

ESTIMATED PERSONNEL COST

<u>QTY</u>	<u>GS GRADE</u>	<u>BASE PAY (STEP 5)</u>	<u>TOTAL</u>
4	9	\$27,026	\$108,104
4	7	22,093	88,372
8	6	19,882	159,056
8	5	17,838	142,704
<u>21</u>	4	15,943	<u>334,803</u>
TOTAL 45			\$833,039
		25% Premium Pay	208,260
		22.5% COLA	187,434
		21.4% Fringe Benefits	178,270
		13% Overtime (of Base)	108,295
		Uniform Allowance (\$125 x 45)	5,625
		Safety Shoes (\$27 x 45)	<u>1,215</u>
		TOTAL	\$1,522,138

ESTIMATED RESOURCE COST (RECEIVER)

<u>CATEGORY CODE</u>	<u>TOTAL</u>	<u>NON-REIMBURSEABLE</u>	<u>REIMBURSEABLE</u>
AJ	\$ 300	\$ 300	-0-
AP	6,300	6,300	-0-
AW	5,900	5,900	-0-
SN	25,000	25,000	-0-
ST	<u>7,000</u>	<u>-0-</u>	<u>\$7,000</u>
TOTAL	\$44,500	\$37,500	\$7,000

REQ NO HAW 060
N62813-89230-109

DISTRIBUTION:

JR, US ARMY PACIFIC COMMAND
ATTN: APLG-PM
FT SHAFTER, HI 96858-5100
CDR, 25TH INFANTRY DIVISION (LIGHT)
ATTN: APVG-LG
SCHOFIELD BARRACKS, HI 96857-6000
CDR, 45TH SUPPORT GROUP
ATTN: APGP-LG
SCHOFIELD BARRACKS, HI 96857-5200
CDR, U.S. ARMY LOGISTICS EVALUATION
AGENCY, ATTN: LEP/DRIS STUDIES
OFFICE, NEW CUMBERLAND ARMY DEPOT,
NEW CUMBERLAND, PA 17070-5007

DFE
DPCA
DPTM
DOIM
FSCC
DRM
DOL (AS FOLLOWS):
MAINT DIV
TRANS DIV
SUP/SVC DIV

MUTUAL AID FIRE-FIGHTING AGREEMENT FOR
FIRE PROTECTION ON THE ISLAND OF HAWAII

This agreement made and entered into this 31st day of August, 1998 by and between the Mayor, County of Hawaii, State of Hawaii and the Secretary of the Army, each consenting to the terms of this Agreement bears witness that:

WHEREAS, the Secretary of the Army acting according to the authority of section 1856a, Title 42, United States Code and the Mayor, County of Hawaii desire to secure the benefits of mutual aid in fire prevention, and the protection of life and property from fire; and

WHEREAS, the ARMY fire-fighting force protects Pohakuloa Training Area and Kilauea Military Camp situated adjacent to civilian communities on the Island of Hawaii; and

WHEREAS, the COUNTY maintains a fire department to protect the civilian communities on the Island of Hawaii, including those situated adjacent to the military installations which are protected by the ARMY fire-fighting force; and

WHEREAS it is recognized that potential conflagration and disaster hazards exist in each of the adjacent/nearby areas which are conceivably beyond the fire-fighting capabilities of either the ARMY or the COUNTY to control individually;

NOW, THEREFORE, in the interests of public safety, health, and welfare, the ARMY and the COUNTY do mutually agree as follows:

ARTICLE I – ARMY ASSISTANCE

In the event that fire-fighting assistance is needed, the COUNTY will place its request with the Fire Chief of the ARMY post from which the assistance is requested. Any request for aid under this agreement will specify a location for the ARMY to send fire-fighting forces; however, the ARMY will determine the amount and type of equipment and the number of personnel dispatched. The COUNTY will release ARMY firefighters and equipment when their services are no longer required, or when the ARMY needs them within the area for which it normally provides fire protection.

In exigent situations where immediate assistance is required to save lives, prevent human suffering, or mitigate great property damage, the ARMY will provide assistance upon request of the COUNTY. Assistance by the ARMY is limited to fires within 25 road miles of Pohakuloa Training Area or 10 road miles from Kilauea Military Camp. The ARMY will only provide assistance in this area if the COUNTY's fire-fighting resources are not adequate to cope with the situation.

In the event of a large brush fire in the immediate vicinity of Pohakuloa Training Area, the ARMY will assist the COUNTY in controlling or containing the fire from spreading onto the Pohakuloa Training Area.

Should a fire occur in the civilian community due to military maneuvers or encampment, or because of the firing of weapons from within the Pohakuloa Training Area, the ARMY will respond with sufficient fire-fighting equipment and personnel to put out the fire.

The ARMY agrees to provide first alarm response to civilian communities where the ARMY fire-fighting force is the nearest source of fire apparatus, when so requested by the COUNTY insofar as requirements permit.

The ARMY has sole discretion to release a military helicopter with a water bucket to combat fires in locations inaccessible to the COUNTY fire department. The use of a helicopter is limited to conditions, which imminently threaten human life, human suffering, or major property destruction. Military helicopters on the Island of Hawaii are Oahu-based aircraft, and they are unavailable except during a field exercise or when certain troop units train at the Pohakuloa Training Area. The ARMY does not retain helicopters on standby for fire suppression on the Island of Hawaii.

The COUNTY further agrees to request personnel and a helicopter with a water bucket through the ARMY fire chief or his designated senior fire officer of the Pohakuloa Training Area. The COUNTY will only make such requests when large brush or forest fires exceed the fire-fighting capabilities of the COUNTY. The ARMY will dispatch personnel and a helicopter only as the situation requires and to the extent that personnel and equipment are available on Hawaii. The ARMY fire chief and senior fire officer of the Pohakuloa Training Area remains subject to the orders of their established chain of command at all times.

The ARMY will equip and operate fire-fighting forces in accordance with pertinent Directives of the Department of Defense. ARMY firefighters will comply with laws & ordinances of the State of Hawaii and the County of Hawaii.

The rendering of assistance under the terms of this agreement shall not be mandatory, but the ARMY will immediately inform the COUNTY whenever the ARMY cannot render assistance.

ARTICLE II – COUNTY ASSISTANCE

Upon request by the ARMY, the COUNTY agrees to dispatch available fire-fighting personnel to any point within the fire-fighting jurisdiction of ARMY installation fire departments at Pohakuloa Training Area and Kilauea Military Camp. The COUNTY will provide assistance insofar as other COUNTY requirements permit.

Any request for aid under this agreement will specify a location for the COUNTY to send fire-fighting forces; however, the COUNTY will determine the amount and type of equipment and the number of personnel dispatched. The ARMY will release COUNTY firefighters and equipment when their services are no longer required, or when the COUNTY needs them within the area for which it normally provides fire protection.

The COUNTY further agrees to provide fire-fighting service to Keaukaha Military Reservation, U.S. Army Reserve Center at Hilo and the military area at Kawaihae Harbor. Such service shall include provisions of first alarm, as well as multiple alarm response in accordance with predetermined assignments.

The COUNTY will equip and operate fire-fighting forces in accordance with pertinent Directives of the Department of Defense. COUNTY firefighters will comply with laws & ordinances of the State of Hawaii and the County of Hawaii.

The rendering of assistance under the terms of this agreement shall not be mandatory, but the COUNTY will immediately inform the ARMY whenever the COUNTY cannot render assistance.

In deference to the requirements of the Department of Defense relative to the release of public information, all requests for information concerning fires at military installations will be referred to the ARMY commander of the Pohakuloa Training Area for coordination of the response with the ARMY Public Affairs Office. Employees, agents, or officers of the COUNTY will refrain from releasing fire status information to the communications media. Likewise, the ARMY will not comment on fires in civilian communities, but will refer the communications media to the COUNTY information officer.

ARTICLE III – COMMAND & CONTROL PROCEDURES

A responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official of the requesting organization. Fire-fighting operations on military installations shall be conducted under the direction of the responsible ARMY fire chief or his assistant. In the civilian communities, fire-fighting forces will operate under the direction of the fire chief of the COUNTY fire department.

The fire chief of the COUNTY fire department, or his designated assistant, shall direct all fire-fighting operations at the Keaukaha Military Reservation, U.S. Army Reserve Center at Hilo, and the military area at Kawaihae Harbor. The COUNTY will surrender control over fire-fighting operations at the aforementioned installations when an element of the ARMY fire-fighting force is stationed at the installation for first alarm response during a contingency.

If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the COUNTY normally provides fire protection, the Chief

of the nearest ARMY installation or his or her representative may assume full command of the crash scene.

The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

All equipment used by the COUNTY fire department in carrying out this agreement will be owned by the COUNTY fire department. All personnel acting for the COUNTY fire department under this agreement will be an employee or volunteer member of the COUNTY fire department.

ARTICLE IV – TRAINING

Both parties agree to take advantage of education and training opportunities for their fire-fighting forces whenever the Federal Emergency Management Agency provides it.

The COUNTY agrees to permit personnel of the ARMY to attend fire-fighting training classes and/or use its training facilities on a space available basis without cost to the ARMY.

The ARMY agrees to permit personnel of the COUNTY to attend fire-fighting training classes and/or use its training facilities on a space available basis without cost to the COUNTY.

The chief fire officers and personnel of the fire departments of both parties to this agreements are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided

familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

ARTICLE V – COMMUNICATIONS

The COUNTY and the ARMY agree to provide direct line telephone service and radio communication between the COUNTY fire service and the ARMY fire-fighting force. The parties may exchange radio equipment on a loan basis to maintain two-way radio communications. The parties may use the COUNTY Fire Communications Net (154.955).

The ARMY agrees to permit the COUNTY fire department to enter the base command communications net (173.5125) to contact the military commander regarding any civilian fires covered by this agreement. The COUNTY may also enter the Tenant Unit Communications Net (38.30) and the air-to-ground communications net (38.30) when assisting the ARMY fire-fighting force in combating a fire at the Pohakuloa Training Area.

ARTICLE VI – WAIVER OF CLAIMS AND REIMBURSEMENT FOR OPERATING EXPENSES

Each party hereby waives all claims against the other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. § 2210. This waiver complies with federal law codified at 42 U.S.C. § 1856a.

The ARMY may claim reimbursement for the direct expenses and losses, which are additional fire-fighting costs above the normal operating costs, incurred while fighting a fire under this agreement at the request of the COUNTY.

Over and above normal operating expenses means costs, losses, and expenses which are not ordinarily and necessarily associated with the maintenance, administration and day-to-day operations of a fire service, and which would not have been incurred absent the fire out of which the claim arises.

The COUNTY may file a claim for reimbursement, as provided in 44 C.F.R. Part 151, to the Director, FEMA, Washington, DC 20472. The COUNTY must submit its claim in writing within ninety (90) days of the occurrence of the fire for which a claim is made.

The ARMY may request reimbursement directly from the COUNTY.

ARTICLE VII – SUSPENSION AND TERMINATION

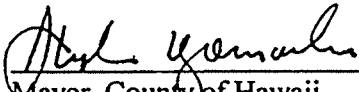
This mutual aid agreement is suspended whenever fires on the island of Hawaii result in the activation of the Joint Standard Operating Procedures for Mutual Civil Emergency Support in the State of Hawaii. This agreement is likewise suspended during disaster declarations made by the President of the United States under Public Law 93-288 (Stafford Act) as amended by Public Law 100-707.

This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

The ARMY and the COUNTY agree to review and update this agreement biennially. The fire chiefs for the ARMY and the COUNTY will maintain copies of all agreements.

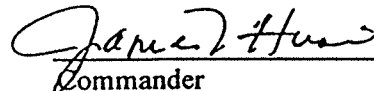
IN WITNESS HEREOF, the parties hereto have executed this Agreement this 31st day of August, 1998.

FOR the County of Hawaii:




Mayor, County of Hawaii

FOR the Secretary of the Army:

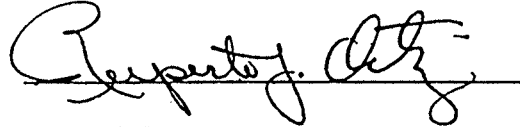


Commander
United States Army Garrison, Hawaii

RECOMMEND APPROVAL:

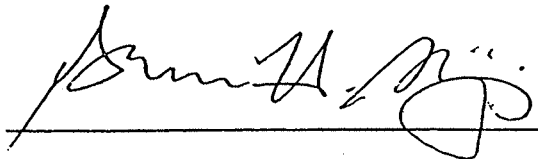


Fire Chief, County of Hawaii



Fire Chief
Directorate of Public Works
United States Army Garrison, Hawaii

APPROVED AS TO FORM AND LEGALITY:



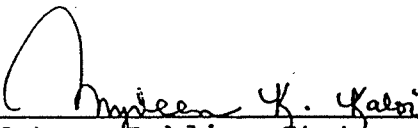
Deputy Corporation Counsel

Deputy Corporation Counsel

Date: 8-28-98

STATE OF HAWAII)
) ss:
COUNTY OF HAWAII)

On this 31st day of August, 19 98,
before me, Mydeen K. Kalo, the undersigned Notary
Public, personally appeared STEPHEN K. YAMASHIRO, to me
personally known, who, being by me duly sworn, did say that
he is the Mayor of the COUNTY OF HAWAII, a municipal
corporation of the State of Hawaii; that the seal affixed to
the foregoing instrument is the corporate seal of said COUNTY
OF HAWAII; that the foregoing instrument was signed and
sealed on behalf of COUNTY OF HAWAII by authority given to
said Mayor of the County of Hawaii by Section 5-1.3(g) of the
County Charter, County of Hawaii (1991), as amended; and said
STEPHEN K. YAMASHIRO acknowledged said instrument to be the
free act and deed of said COUNTY OF HAWAII.



Notary Public, State of Hawaii

My commission expires: 2/16/2001
L.S.

MUTUAL AID FIRE FIGHTING AGREEMENT
CITY AND COUNTY OF HONOLULU, HAWAII
UNITED STATES NAVY
NAVAL STATION, PEARL HARBOR, ISLAND OF OAHU
UNITED STATES AIR FORCE
15TH AIR BASE WING (PACIFIC AIR FORCES)

This Mutual Aid Fire Fighting Agreement entered into this 20th day of December 1993 by and between the City and County of Honolulu, Hawaii (hereinafter referred to as the City and County), the United States Navy, Naval Station, Pearl Harbor, island of Oahu (hereinafter referred to as the Navy), and the 15th Air Base Wing (Pacific Air Forces) (hereinafter referred to as the Air Force), each represented by the respective commander executing this instrument, cancels and supersedes a previous agreement of 20 January 1988 and bears witness that:

WHEREAS, Public Law 93-288 and Public Law 46 - 84th Congress approved on 27 May 1955, Chapter 105, Section 1, 69 statute 66, 42 USC Section 1856, a, b, c, d, authorize the execution of mutual aid agreements between agencies of the United States and other agencies and instrumentalities for mutual aid in fire protection; and

WHEREAS, the Armed Forces, Hawaii Fire Fighting Force protects military installations situated at various locations adjacent to civilian communities throughout the island of Oahu; and

WHEREAS, the City and County maintains a fire department to protect the civilian communities situated adjacent to and/or surrounding the aforementioned military installations, which are protected by the Armed Forces, Hawaii Fire Fighting Force; and

WHEREAS, it is recognized that potential conflagration and disaster hazards exist in the various military establishments and civilian communities which are conceivably beyond the abilities of the fire fighting forces supported by either the Armed Forces, Hawaii or the City and County to control individually; and

WHEREAS, The City and County and the Armed Forces, Hawaii, are cognizant of the benefits which will derive from mutual fire fighting assistance;

NOW, THEREFORE, in the interests of the public safety, health and welfare the City and County and the Armed Forces, Hawaii, do mutually agree as follows:

ARTICLE I

POLICY

Section 1. To the end that the several civilian communities and military establishments, island of Oahu, may enjoy optimum fire protection, the City and County and the Armed Forces, Hawaii, when requested and consistent with conditions at the time of the request, will assist each other in the suppression of fire in properties and installations which are normally the concern of the other.

Section 2. Fire fighting matters of mutual interest to the City and County and the Armed Forces, Hawaii, will be coordinated by the Fire Chief of the City and County Fire Department and the Fire Chiefs of the Armed Forces, Hawaii Fire Fighting Force.

Section 3. The Armed Forces, Hawaii and the City and County will retain responsibility for and control of fire prevention and fire fighting matters in their respective installations and properties.

Section 4. Fire fighting operations at military installations and properties will be conducted under the direction of the Officer-in-Charge of the department concerned, except as herein provided by Section 3 of Article V. Fire fighting operations in civilian communities and designated military installations as are set forth in Section 3 of Article V shall be conducted under the direction of the Fire Chief, of the City and County Fire Department or his official assistant.

Section 5. In the event of fire occurring in a civilian community requiring assistance of the Armed Forces, Hawaii Fire Fighting Force, the Fire Chief of military fire companies dispatched or his official assistant will respond and report to the Fire Chief of the City and County Fire Department or his official assistant for the purpose of direction and coordination of the efforts of the Armed Forces, Hawaii Fire Fighting Force with those of the City and County Fire Department.

Section 6. In the event of fire occurring in a military installation requiring assistance of the City and County Fire Department, the Fire Chief or his official assistant will respond and report to the Armed Forces Fire Chief or his official assistant, for the purpose of direction and coordination of the efforts of the City and County fire companies with those of the Armed Forces, Hawaii Fire Fighting Force.

Section 7. The City and County agrees that in order to conform to the requirements of the Department of Defense, relative to release of public information, all requests for information relative to fires at military installations will be referred to the cognizant Public Affairs Officer/Information Officer of the military installation concerned, and that employees, agents or officers of the City and County will refrain from releasing the information.

ARTICLE II

TRAINING

Section 1. The Armed Forces, Hawaii, agrees to permit personnel of the City and County Fire Department to attend fire fighting training classes and/or use its training facilities on a space-available basis without cost to the City and County.

Section 2. The City and County Fire Department agrees to permit personnel of the Armed Forces, Hawaii, to attend fire fighting training classes and/or use its training facilities on a space-available basis and without cost to the Armed Forces, Hawaii.

Section 3. Personnel attending such classes shall be deemed to have assumed such risk as may be normally incident thereto.

Section 4. The Armed Forces, Hawaii, agrees to permit companies of the City and County Fire Department to frequently visit Armed Forces, Hawaii, military installations for the purpose of familiarizing themselves with locations, hazardous areas, water supplies, building construction, alarm systems, and general information needed to enable them to assist efficiently in fire fighting and disaster control operations. All visits will be coordinated with the cognizant Armed Forces Fire Chief or his official assistant.

ARTICLE III
COMMUNICATIONS

Section 1. The Navy maintains a Central Fire Communications Office at Pearl Harbor under the supervision of the Fire Chief, Federal Fire Department, island of Oahu. This office is manned by fire communications operators 24 hours a day. The Navy provides and maintains direct line telephone service and radio communication between the Central Fire Communications Office, Pearl Harbor, Hickam Fire Department Communications Center, and the City and County Fire Alarm Bureau.

Section 2. The City and County and the Navy agree to exchange radio equipment on a loan basis to the end that two-way radio communications can be maintained between the Central Fire Communications Office, Pearl Harbor, and the City and County Fire Alarm Bureau. The Armed Forces, Hawaii, agrees that a common radio frequency will be maintained and utilized for the sole use of the Armed Forces, Hawaii Fire Fighting Force.

ARTICLE IV
COORDINATION OF FIRE ALARM RESPONSE

Section 1. The Armed Forces, Hawaii, agrees that the fire communication operators of the Central Fire Communications Office, Pearl Harbor, may request the fire apparatus of the Armed Forces, Hawaii Fire Fighting Force on the island of Oahu to assist the City and County Fire Department, or any Armed Forces, Hawaii Fire Department, without prior reference to the Commanding Officer of the installation from which the fire apparatus is dispatched. In addition, the Armed Forces, Hawaii, agrees that in the event that military personnel and equipment are needed to assist in combatting large brush or forest fires that are beyond the capability of fire fighting personnel, military personnel and equipment will be dispatched by order of the military command that will be requested to assist, by the Central Fire Communications Office, to the extent military personnel and equipment are available or the situation requires. The Fire Chief of either party may claim reimbursement for the direct expense and losses which are additional firefighting costs above the normal operating costs incurred while fighting a fire under this agreement as provided under 15 USC 2210. Upon the filing of a claim for reimbursement by either party, the Fire Chief or his designee of the appropriate department shall notify the Fire Chief of the responsible department the amount of the claim. Each Fire Chief shall in turn notify their respective local Accounting and Finance Office.

Section 2. The Armed Forces, Hawaii, agrees that in the event fire fighting assistance of the City and County Fire Department is needed by an Armed Forces, Hawaii, Fire Department, requests for such should be channeled through the Central Fire Communications Office, Pearl Harbor.

ARTICLE V

PROVISIONS OF RESPONSE TO ALARMS OF FIRE OR EMERGENCIES

Section 1. The City and County agrees to provide fire apparatus and personnel to alarms of fire, rescue, and emergencies originating in military installations when so requested by the Central Fire Communications Office, Pearl Harbor, insofar as prerequisites of service will permit.

Section 2. The Armed Forces, Hawaii, agrees to provide fire alarm response to civilian communities where military fire departments are the nearest source of fire apparatus when so requested by the City and County Fire Alarm Bureau insofar as prerequisites of service will permit.

Section 3. The City and County agrees to provide fire fighting services to the Army installations at Fort DeRussy; Dillingham Field; Fort Ruger; Kapalama Military Reservation; Waianae Military Reservation; Fort Armstrong (including Army Recruiting Main Station); National Memorial Cemetery of the Pacific; Black Point Army Housing Area, Kahala; installations of the Navy at the old Navy Station, Honolulu; Naval Communication Station Honolulu (inactive) at Haiku; Opana Communication Installation at the north end of the island of Oahu; and installations of the Air Force at Bellows Air Force Station, Waimanalo; Punamano Air Force Station, Kahuku; Kaena Point Satellite Tracking Station; 169th Aircraft Control and Warning Squadron, Mount Kaala; Hickam Petroleum Products Storage Facility (located at Waikakalaua and Kipapa) and Makua Sub Cable; Palehua AF Solar Observatory Research Site, US Coast Guard Base, Sand Island. Such services shall include provisions of first alarm as well as multiple-alarm response, in accordance with a predetermined assignment. The Fire Chief of the City and County Fire Department, or his official assistant, will be in charge of all fire fighting operations at the aforementioned installations. All equipment used in carrying out this agreement will, at the time of action, hereunder, be owned by the City and County Fire Department; and all personnel acting for the City and County Fire Department under this agreement will, at the time of action be an employee or volunteer of the City and County Fire Department.

Section 4. Except as provided in Article IV, Section 1, of this agreement, each party waives all claims against every other party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement.

ARTICLE VI

RESPONSIBILITY OF OPERATIONS

Section 1. In the event of a crash of aircraft owned or operated by the United States or any foreign nation, Armed Forces, Hawaii, may assert their right to establish a NATIONAL DEFENSE AREA, such assertion would not subject civilian resources to military command.

Section 2. The Fire Chiefs of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement, consistent with recognized practices and applicable directives and guidelines of all parties to the agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties of this agreement.

ARTICLE VII

OPERATION OF MOBILE FIRE EQUIPMENT

Section 1. Fire Apparatus of the Armed Forces, Hawaii Fire Fighting Force will at all times be operated as emergency status in accordance with pertinent directives of the Department of Defense.

ARTICLE VIII

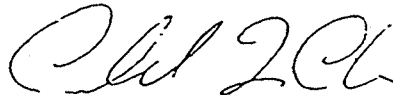
REVIEW/TERMINATION OF AGREEMENT

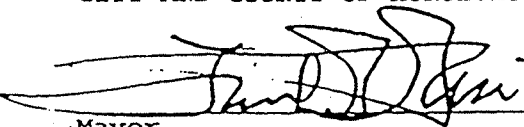
This agreement shall become effective upon the date thereof and shall remain in full force and effect until cancelled by mutual agreement of all parties hereto or by written notice by one party (City and County of Honolulu) to the other party (Armed Forces, Hawaii), giving thirty (30) days' notice of said cancellation. The agreement may be reviewed at any point in time, but no less than once every three years by all parties.

IN WITNESS WHEREOF, the parties have executed this agreement in quadruplicate as of the day, month and year hereinabove first written.

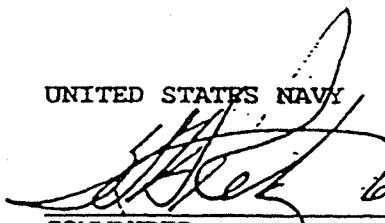
APPROVED AS TO FORM AND LEGALITY

CITY AND COUNTY OF HONOLULU

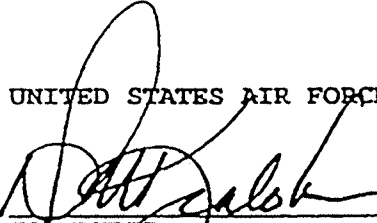

Deputy Corporation Counsel
City and County of Honolulu
Honolulu, Hawaii

 12/20/93
Mayor
City and County of Honolulu, Hawaii

UNITED STATES NAVY

 16 DEC 93
COMMANDER
Naval Base, Pearl Harbor, Hawaii

UNITED STATES AIR FORCE

 19 OCT 1993
COMMANDER
15th Air Base Wing (Pacific Air Forces)
Hickam Air Force Base, Hawaii



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY SUPPORT COMMAND, HAWAII
DUNNING HALL
FORT SHAFTER, HAWAII 96858-6000

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. ARMY AND THE NATIONAL PARK SERVICE

SUBJECT: Firefighting Support of the National Park Service,
Hawaii Volcanoes National Park

This agreement, entered into this 3rd day of February 1988 between the Secretary of the Army acting according to the authority of Section 1856a, Title 42 United States Code and The National Park Service, Hawaii Volcanoes National Park is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting.

1. Article I - Background and Objectives.

WITNESS THAT

WHEREAS, Public Law 93-498 purports to reduce losses of life and property through better fire protection and control, and Public Law 93-288 provides for military assistance to civil authorities under imminent serious conditions and in emergencies and major disasters to include fires, and Public Law 84-46 authorizes the execution of agreements between agencies and instrumentalities of the United States for mutual aid in fire protection of adjacent/nearby areas; and

WHEREAS, the United States Army hereinafter referred to as the ARMY has the authority and jurisdiction to maintain a firefighting force to protect Pohakuloa Training Area and Kilauea Military Camp situated on the Island of Hawaii, in the vicinity of the NATIONAL PARK SERVICE, Hawaii Volcanoes National Park; and

WHEREAS, both the NATIONAL PARK SERVICE and the ARMY have the personnel, equipment and with cross training, the skills suited to the task of managing wildland fire incidents that arise within Hawaii Volcanoes National Park; and

WHEREAS, by pooling the resources of the NATIONAL PARK SERVICE and the ARMY in mutual assistance, the combined strength and efforts of these two agencies would afford the people and resources of the area extensive and effective wildland fire protection as well as a safer working situation for officers of both agencies.

APZV-PT

SUBJECT: Firefighting Support of the National Park Service,
Hawaii Volcanoes National Park

2. Article II - Statements of Work.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth in this document and its various appendices, the NATIONAL PARK SERVICE and the ARMY do agree as follows:

(1) In that each of the adjacent/nearby areas referred to above may enjoy optimum fire protection, the ARMY and the NATIONAL PARK SERVICE when requested by one another and consistent with conditions at the time of the request, will assist each other in the suppression of fires on properties which are normally the concern of the other, each responding agency shall assist the requesting agency with whatever personnel and equipment it may have available at the time; however, in no instance shall the responding agency be under a duty to assist the requesting agency when the personnel and equipment available to it are, or would thereby be rendered insufficient to meet the actual or realistic potential needs of the area served by the agency.

(2) The ARMY agrees that in the event firefighting assistance of the NATIONAL PARK SERVICE is needed, request for such assistance will be placed with the Superintendent or the Chief Ranger of the NATIONAL PARK SERVICE. The NATIONAL PARK SERVICE agrees that in the event firefighting assistance of the ARMY is needed, request for such assistance will be placed with the Commanding Officer of the ARMY installation from which the assistance is requested.

(3) Firefighting operations at Pohakuloa Training Area, shall be conducted under the direction of the responsible ARMY fire chief or his/her assistant; in the case of Kilauea Military Camp all firefighting operations occurring within Department of Defense owned structures will be under the direction of the responsible ARMY fire chief; and in the Hawaii Volcanoes National Park, under the direction of the fire chief of the NATIONAL PARK SERVICE fire service or his/her assistant and includes those fires which may originate within the Kilauea Military Camp.

(4) In deference to the requirements of the Department of Defense relative to the release of public information, all requests for information concerning fires at military installations will be referred to the ARMY commander of the Pohakuloa Training Area for coordination of the response with the ARMY public affairs officer. Employees, agents, or officers of the NATIONAL PARK SERVICE will refrain from releasing such information to the communications media. The ARMY, likewise, will not comment on fires in the Hawaii Volcanoes National Park but will refer the

APZV-PT

SUBJECT: Firefighting Support of the National Park Service,
Hawaii Volcanoes National Park

communications media to the NATIONAL PARK SERVICE information officer.

(5) The NATIONAL PARK SERVICE and ARMY each agrees to permit personnel of either agency to attend each agencies firefighting training classes and/or use training facilities on a space available basis and without cost to the respective agency.

(6) The ARMY agrees to permit fire companies of the NATIONAL PARK SERVICE fire service to visit the ARMY installations for the purpose of familiarizing themselves with locations, hazardous areas, water supplies, building construction, alarm systems, and general information needed to enable them to assist efficiently in firefighting and disaster control operations. All visits will be escorted by the ARMY installation fire chief or his/her assistant.

(7) The NATIONAL PARK SERVICE and the ARMY agree to provide direct line telephone service and radio communication between the NATIONAL PARK SERVICE fire service and the ARMY firefighting force, by permitting the use of their respective emergency communication frequencies, using among others the NATIONAL PARK SERVICE emergency net (168.550/169.400). The ARMY agrees to permit the NATIONAL PARK SERVICE to enter the base command communications net (173.5125) to contact the military commander regarding any of the situations in sections 3 thru 5 of Article II; also, to enter the same net as well as the tenant unit communications net (38.30) when assisting the ARMY firefighting force in combatting a fire at the Pohakuloa Training Area.

(8) The NATIONAL PARK SERVICE and the ARMY each agree to waive all claims against the other for any loss, damage, personal injury, or death occurring in consequence of this Agreement, except those claims authorized under 15 U.S. Code 2210 provided, however, that either agency may bring action against the other, as provided for by law, for the recovery of any damages, losses or injuries suffered by its personnel or equipment due to the tortuous misconduct of the other, and that each agency shall be held separately liable to all third parties who may have a legal or equitable claim against the agency arising out of its tortuous misconduct while engaged in the performance of its duties.

(9) If a crash of aircraft owned or operated by the United States* or military aircraft of any foreign nation occurs within the area for which the Hawaii Volcanoes National Park normally provides fire protection, the Chief of the Army's responding firefighting force or his or her representative may assume full command of firefighting operations on arrival at the scene of the crash.

APZV-PT

SUBJECT: Firefighting Support of the National Park Service,
Hawaii Volcanoes National Park

3. Article III - Term of Agreement. Subject to the limitations of NPS-20, the Agreement will run for five years at which time it will be subject to review, modification and reimplementation. The ARMY commander of the Pohakuloa Training Area and the fire chiefs of the NATIONAL PARK SERVICE fire service and the ARMY firefighting force are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this Agreement, consistent with recognized practices and applicable directives and guidelines of the NATIONAL PARK SERVICE and the ARMY.

4. Article IV - Key Officials. The NATIONAL PARK SERVICE, in particular, Hawaii Volcanoes National Park Protection Division and the United States ARMY.


5. Article V - Reimbursement. Reimbursement for costs of firefighting on federal property will be in accordance with the provisions of Title 15, U.S. Code Section 2210.

6. Article VI - Reports. Reporting for each agency will be according to each agency's respective case incident and reporting system/procedure necessary to document cooperative activities and the natural reporting process of documenting circumstances of a specific event.

7. Article VII - Administrative Provisions. No administrative provisions.

8. Article VIII - Termination. IN WITNESS THEREOF, the parties hereto have caused this Agreement to be effective from the date of execution and will continue in force for a period of 5 years unless terminated by either party by sixty (60) days' written notice to the other; provided, however, that all of the provisions herein are complied with.

FOR THE SECRETARY OF THE ARMY:


HAROLD V. FLOODY, JR.
Colonel, U.S. Army
Commander
U.S. Army Support Command, Hawaii


JAMES V. MARTIN
Acting Superintendent
Hawaii Volcanoes National Park

13 August 1987
(Date)

February 3, 1988
(Date)

MUTUAL AID FIREFIGHTING AGREEMENT
DIVISION OF FORESTRY AND WILDLIFE
UNITED STATES ARMY SUPPORT COMMAND, HAWAII

This Mutual Aid Firefighting Agreement entered into this
8th day of November, 1985, by and between the
STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION
OF FORESTRY AND WILDLIFE, hereinafter referred to as the "Division
of Forestry and Wildlife," and the UNITED STATES ARMY SUPPORT
COMMAND, HAWAII, hereinafter referred to as the "Army."

WITNESSETH THAT:

WHEREAS, PUBLIC LAW 46 - 84th Congress approved 27 May 1955
c. 105 S 1, 69 stat. 66, 42 USC SS 1856 a, b, c, d, authorizes the
execution of mutual aid agreements between agencies of the United
States and other agencies and instrumentalities for mutual aid in
the fire protection; and

WHEREAS, the Division of Forestry and Wildlife, pursuant to
Chapter 185, Hawaii Revised Statutes, is responsible for taking
measures for the prevention, control and extinguishment of forest
fires on State-owned and private lands within the forest reserves
and public shooting grounds of the State and to cooperate with
established fire control agencies of the counties and the Federal

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government in developing plans and programs and mutual aid agreements for assistance for the prevention, control and extinguishment of fires on forest, pasture, and brush lands not within forest reserves; and

WHEREAS, both the Army and the Division of Forestry and Wildlife have the personnel, equipment and skills suited for the task of dealing with the fire hazard operations on the Island of Hawaii; and

WHEREAS, by pooling the resources of the Army and the Division of Forestry and Wildlife, the combined strength and efforts of these two agencies would afford the people of the area more extensive and effective protection of their lives and property,

NOW, THEREFORE, in consideration of the above and the mutual covenants hereinafter set forth, the Army and the Division of Forestry and Wildlife do hereby agree as follows:

(1) That the word "agency" when used in the Agreement shall mean either the Army or the Division of Forestry and Wildlife;

(2) That either agency may, when it deems it necessary, request the assistance of the other agency when dealing with problems of fire prevention, detection, suppression and extinguishment operations which occur on the Island of Hawaii; and upon receipt of such request, or upon its own initiative, the other agency shall assist the requesting agency with whatever personnel and equipment it may have available at the time; provided, however,

in no instance shall the responding agency be under a duty to assist the requesting agency when the personnel and equipment available to it are, or would thereby be rendered insufficient to meet the actual or realistically potential needs of the community or area served by the agency;

(3) That neither agency will make any direct charges to the other for fire suppression expenses incurred when such assistance is rendered, except as provided for in item (4);

(4) That each agency shall remain responsible for all losses, damages or injuries to its own personnel and equipment which are incurred while engaged in any mutual undertakings; provided, however, that either agency may bring action against the other, as provided for by law, for the recovery of any damages, losses or injuries suffered by its personnel or equipment due to the tortuous misconduct of the other, including, but not limited to, claims for reimbursement for damages to, and for expenses incurred in fighting a fire upon or threatening the agency's land and its resources when the fire originated upon the other agency's land.

(5) That each agency shall be separately liable to all third parties who may have a legal or equitable claim against the agency arising out of its tortuous misconduct while engaged in the performance of its duties;

(6) That administrative personnel of both agencies shall meet to formulate a plan of cooperation dealing with the procedures to implement the purposes of this Agreement;

(7) That each agency will retain its primary responsibility for the control of fire prevention and firefighting matters in its respective installations and properties;

(8) That each agency agrees that, in order to conform to the requirements of the UNITED STATES DEPARTMENT OF DEFENSE relative to release of public information, all requests for information relative to fires at military installations will be referred to the cognizant COMMANDING OFFICER of the military installation concerned, and that employees, agents or officers of the agencies shall refrain from releasing such information;


(9) That each agency agrees to permit personnel of the other to attend firefighting training classes and/or use its training facilities on a space-available basis and without cost to the agency; and

(10) That each agency agrees to permit companies of the other to visit one another's installations and properties for the purpose of familiarization with locations, hazardous area, water supplies, building construction, alarm systems and general information necessary to promote the efficient assistance in firefighting and disaster control operations. On Military installations, all visits will be escorted by the cognizant Army Fire Chief or his official assistant.

IT IS UNDERSTOOD that nothing contained herein shall diminish or abridge those rights possessed by the Division of Forestry and Wildlife in enforcing the provisions contained in General Lease No. S-3849 (U.S. Lease, Contract No. OA-94-626-ENG-80) dated August 17, 1964 made by the State of Hawaii as lessor and United States of America as lessee, covering certain public lands situated at Kaohe, Hamakua and Puuanahulu, North Kona, Island of Hawaii, Hawaii, a copy of the general lease is on file with the Department of Land and Natural Resources.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective from the date of execution and will continue in force unless terminated by either party by thirty (30) days' written notice to the other; provided, however, that all of the provisions herein are complied with.

STATE OF HAWAII
DEPARTMENT OF LAND AND
NATURAL RESOURCES
DIVISION OF FORESTRY
AND WILDLIFE

By 
Chairman and Member
Board of Land and Natural
Resources

And By *R. Higashi*
Member, Board of Land and
Natural Resources

UNITED STATES ARMY SUPPORT
COMMAND, HAWAII

By *[Signature]*
Its Commander

APPROVED AS TO FORM:

[Signature]
Deputy Attorney General

October 1, 1985
Date

